

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the MOL / APL Slot Transfer Agreement (the "MASTA" or "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit each of the Parties, through space chartering, to provide more frequent sailings and to achieve efficiencies and economies in their respective services offered in the Trade (as hereinafter defined) covered by the Agreement, all to the benefit of the parties and the shipping public.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "party" or "parties") are identified in Appendix A to the Agreement.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

4.1 Trans-Atlantic Subtrades

~~This Agreement applies to the subtrades, via direct service or transshipment, between (i) ports on the Atlantic and Gulf Coasts of the United States and U.S. points served via such ports, on the one hand, and (ii) on the other hand, ports in the United Kingdom, ports in Continental Europe in the range from Germany to Portugal, inclusive, and ports on the Mediterranean Sea, and points served via such ports.~~

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4.2 Latin American Subtrades

This Agreement shall also apply to the subtrades, direct and by transshipment, between ports on the Atlantic and Gulf Coast Coasts of the United States and Puerto Rico, and U.S. points served via such ports, on the one hand, and on the other hand, (i) ports on the Gulf of Mexico and Caribbean Sea coasts Coasts of Mexico and Central America and the Caribbean Sea and Atlantic coasts of South America, and ports and points served via such ports, on the other hand ports, and (ii) ports on the Pacific Coasts of Central America and South America, and ports and points served via such ports.

4.3 Definition

All such subtrades are hereafter referred to in the aggregate as the "Trade".

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Slot Sale

The With respect to cargo moving in the subtrades identified in Article 4.2, the parties may consult and agree upon the sale of space by American President Lines, Ltd. and/or APL Co. Pte Ltd (hereinafter jointly referred to as "APL") to Mitsui O.S.K. Lines, Ltd. ("MOL") aboard vessels operated by Lykes Lines Limited, LLC in the subtrades identified in Article 4.1, certain space aboard which has been chartered by American President Lines, Ltd., under the terms of the Lykes / APL Space Charter Agreement (FMC Agreement No. 232-011544). The parties may also consult and agree upon the sale of space by APL aboard vessels chartered or operated by APL or by Crowley American Transport, Inc. ("Crowley"), Lykes Lines Limited, LLC ("Lykes"), Mexican Lines Limited or Transportacion Maritima Grancolombiana, S.A.

(jointly, and exchange of space between them aboard vessels operated by either of them or on which either of them has chartered space. To the extent that such vessels

~~"MLL") in the subtrades identified in Article 4.2, certain space aboard which Crowley, Lykes, or MLL vessels has been chartered by APL under the terms of the APL / Crowley / Lykes Space Charter & Sailing Agreement (FMC Agreement No. 203-011517, as amended), and the APL / Crowley / Lykes / MLL Space Charter and Sailing Agreement (FMC Agreement No. 232-011648).~~ call port(s) in the United States, they will be operated pursuant to other agreements on file with the Federal Maritime Commission to which one or both parties are members, and will be subject to the provisions in such agreements concerning numbers and sizes of vessels calling the United States. However, the parties may, by amendment of this agreement, provide for the operation of U.S.- calling ships pursuant to this agreement.

Notwithstanding the foregoing, this Agreement shall not be construed to grant MOL a right to carry, in space chartered under this Agreement, any goods required by the cargo preference laws of the United States to be transported aboard vessels documented under the laws of the United States. If the foregoing sentence of this Section 5.1 shall be determined to violate U.S. law by a court or administrative agency of competent jurisdiction, and any stay upon the order of such court or agency by reason of the appeal of such order shall have ceased to be effective, then the foregoing sentence shall be deemed severed and the remainder of this Agreement shall continue in full force and effect.

5.2 Reciprocal Space Chartering and Coordination of Sailings

~~In the subtrades identified in Article 4.1, the parties may consult and agree upon the sale or exchange or other terms and conditions of reciprocal use of (i) up to an annualized average of~~
800

~~TEUs per week by MOL of space chartered by APL on vessels chartered or operated by Lykes, and (ii) up to an annualized average of 1,600 TEUs per week by APL on vessels chartered or operated by MOL. In~~With respect to cargo moving in the subtrades identified in Article 4.2, the parties may consult and agree upon the sale and exchange or other terms and conditions of ~~the sale of space by APL of~~reciprocal use of (i) up to an aggregate annualized average of 100 TEUs per week to MOL on vessels chartered or operated by APL, Lykes, Crowley and MLL under FMC Agreement Nos. 203-011517, as amended, and 232-011648.in each direction on voyages between (to or from) ports in the United States and ports on the Gulf of Mexico and Caribbean Sea coasts of Mexico and Central America and the Caribbean Sea and Atlantic coasts of South America, and (ii) up to an aggregate annualized average of approximately 600 TEUs per week in each direction on voyages between (to or from) ports in the United States and ports on the Pacific Coasts of Central America and South America. The foregoing TEU figures may be changed by agreement of the parties within a range of plus or minus 25 percent. Such terms and conditions may include, without limitation, terms and conditions ~~in the Trade as defined in Article 4~~ relating to sailing schedules, service frequency, ports to be served, and port rotations.

The parties may make and implement agreements concerning feeder vessels in the trade that do not call a United States port, including with respect to joint and separate feeder arrangements; the number, type and size of vessels to be utilized, ~~joint and separate feeder arrangements, including the sale or exchange of feeder slots between them, in feeder service;~~ the addition or withdrawal of feeder vessel capacity from the Trade and the terms and conditions of any such addition or withdrawal. ~~The parties may agree to provide sufficient capacity to meet the needs of their shipper in the Trade and may seek to add additional capacity~~

to that capacity. Such additional capacity may include the implementation of new line-haul services; operation of feeder services in which each Party contributes vessel(s); the sale or exchange between the Parties of slots on feeder vessels; and all other matters concerning the operation and scheduling of feeder services and vessels.

may enter into bills of lading or service contracts for the transportation of shipments of non-vessel-operating common carriers under tariffs or service contracts duly filed with the Federal Maritime Commission and in effect.

5.4 Efficient Use of Equipment, Terminals, Stevedores, Ports and Suppliers

The parties may interchange empty containers, chassis and/or related equipment to provide for the efficient use of such equipment on such terms as they may agree. The parties may also jointly contract with or coordinate in contracting with stevedores, terminals, ports, and suppliers of equipment, land or services or may designate a party to provide such services on the designating party's behalf. This Agreement does not authorize joint operation of a marine terminal by the parties in the United States.

5.5 Transshipment

The parties may discuss and agree from time to time, among themselves and with other ~~ocean~~ common carriers' operating vessels which do not call at U.S. ports, on rates, volumes, space or slot guarantees, sailing schedules, service terms and frequency, location and terms of transshipment, equipment interchange, or lease storage, in relation to feeder vessel ~~services~~services, agreement services, and all other matters incidental to the transshipment of cargo moving in U.S. foreign commerce between ports or points of origin or destination within the Trade and between such ports and points and ports or points via vessels engaged in trading between ports in foreign locations.

5.6 Miscellaneous

The parties may also discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, record-keeping, responsibility for loss or damage, the terms and conditions for force majeure relief, insurance, liabilities, claims, indemnification, consequences for delays, and treatment of hazardous and dangerous cargoes.

5.7 Further Agreements

~~Pursuant to 46 C.F.R. 572.407, any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, except to the extent that such agreement concerns routine operational and administrative matters.~~

~~Deleted.~~

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND

DELEGATIONS OF AUTHORITY

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission: